EXHIBIT 7

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                   IN THE UNITED STATES DISTRICT COURT
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                   FOR THE WESTERN DISTRICT OF VIRGINIA
 4
                         CHARLOTTESVILLE DIVISION
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     ELIZABETH SINES, et al,
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                    Plaintiffs,
                                       Civil Case No.
                                        3:17cv00072-NKM-JCH
 8
     VS.
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     JASON KESSLER, et al,
10
                    Defendants.
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               TRANSCRIPT OF TELEPHONIC DISCOVERY HEARING
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                 HONORABLE JUDGE JOEL C. HOPPE PRESIDING
                        TUESDAY, FEBRUARY 12, 2019
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     Proceedings recorded FTR and transcribed using Computer-Aided
     Transcription
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APPEARANCES
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     Parrott, also known as David Matthew Parrott, Traditionalist
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20
     National Socialist Movement, Nationalist Front, Augustus Sol
     Invictus, Fraternal Order of the Alt-Knights, Michael Enoch
21
     Peinovich, Loyal White Knights of The Ku Klux Klan, East Coast
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          (Telephonic proceedings commenced at 12:31 p.m.)
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               THE COURT: Hi, this is Joel Hoppe. Who is on the
 3
     line for the plaintiff?
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               MS. TENZER: Good afternoon, Your Honor. This is
     Gabrielle Tenzer at Kaplan Hecker & Fink on behalf of the
 5
 6
     plaintiffs. I'm here with my colleague Chris Greene. And I
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     believe there are others on the phone on behalf of plaintiffs
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     who are dialed in from other locations.
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               MS. PHILLIPS: Hi, Your Honor. This is Jessica
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     Phillips from Boies Schiller Flexner, I'm also on the line for
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     plaintiffs.
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               MR. LEVINE: And Alan Levine from Cooley,
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     Your Honor, along with Michael Bloch from Kaplan Hecker &
     Fink.
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               THE COURT: All right. Good afternoon, you all.
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               And then who do we have on the line for the
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     defendants?
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               Mr. Kolenich, are you on the phone?
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               MR. KOLENICH: Yes, sir, I'm with Mr. Kessler and
20
     various other defendants.
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               THE COURT: All right. How about Mr. DiNucci?
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               MR. DINUCCI: I'm here, Your Honor, for Mr. Spencer.
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               THE COURT: All right. And let's see, who else do
     we have on the line?
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               MR. JONES: Bryan Jones here for League of the
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     South.
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               THE COURT: All right.
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               MR. CAMPBELL: Good afternoon, Judge. This is Dave
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     Campbell for James Fields. Just jumped on here a little late.
               THE COURT: Okay. Well we were just figuring out
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     who's on the phone, so you haven't missed anything.
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 7
               All right. Anyone else on the line?
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               Okay. Counsel, this call is being recorded by the
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     court's FTR system, so there is a record of the call.
               And as I understand it, Ms. Tenzer, from your
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11
     e-mail, there's some deadlines that you would like to have set
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     so that discovery can move forward and come to a completion in
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     very short order, recognizing that we're really about two
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     months away from the close of discovery.
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               MS. TENZER: Yes, Your Honor.
                                              Thank you.
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               If it's okay, I'll sort of lay out for the Court
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     where things stand and the issue at hand. I think it's pretty
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     straightforward. As you know, the Court ordered the
     collection and imaging and production of ESI from the
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     defendants' devices and social media accounts. And as part of
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     that stipulation and order, the parties were to enter into a
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     contract with a third-party vendor as the first step in that
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              We sent the draft contract to the defendants at the
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     end of December. It's now almost mid-February and we still
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     don't have an executed contract. So that's the first order of
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business.

But due to the challenges of getting the contract in place, we're, you know, equally if not more concerned about what will ultimately happen once the contract is, in fact, in place. In order to go through this process, the vendor is going to need actual physical access to the defendants' devices; their phones, their computers. They're going to need credentials so that they can access those devices, as well as their social media accounts. And based on the length of time it has been taking to get even just the contract in place, we're very, very concerned with how the rest of the process is going to move forward.

Just to give Your Honor a sense, we understand from the vendor that even once the contract is signed and they have access to the accounts and the devices, it's probably going to take them, you know, assuming everything actually goes smoothly, about a month on their end to do all the collection on the processing on the front end and the back end. So that doesn't even include the time that the defendants' counsel would require to review the documents before they're -- they select which documents are relevant and not privileged to be produced to us.

So even if the contract were signed this week, which we hope that it can be, realistically, if everything goes well, unfortunately, it looks like we wouldn't see any

documents from the defendants until probably April.

So we would like to discuss with the Court a way of ensuring that the process moves forward as expeditiously as possible, but we also wanted to raise with the Court, unfortunately, what seems to be the fact that the documents won't be available to us until at least April. And, you know, we feel that there -- you know, due process entitles us to be able to obtain and review those documents before we notice defendants' depositions, so we have a bit of a scheduling conundrum.

THE COURT: All right. Well, let's -- let's address any scheduling issues at the end.

Mr. Kolenich, why don't we start with you. What's going on with the contract?

MR. KOLENICH: Thank you, Your Honor. I think there's only one issue remaining with the contract. We've had a couple productive calls with the third-party vendor, plaintiffs' counsel and defense counsel and there's just one issue, in my opinion, that's holding things up, or at least that's holding me up from signing the contract, which is this indemnification clause. They want us to indemnify them up to a million dollars for any third parties that might sue them because information, their private information that's on my client's devices would be then in possession of a third-party vendor or potentially, you know, lawyers' offices, plaintiffs'

lawyers and so forth.

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And I think that, you know, we raised objection collectively, the defendants, that we shouldn't have to indemnify them for just anything, but only for our own acts or omissions. And I think we sort of agreed with that, but the third-party vendor wasn't happy with that. So we're in the process of working that out. I think a couple potential solutions present themselves. One is that the plaintiffs agree to do that indemnification while retaining their right to come to court. The main contribution from us if indemnification actually is necessary. The other is that the court simply orders us to sign that, which independent of our inability to actually pay the indemnification, or just put in the contract that the third-party vendor understands that defendants, or at least certain defendants who have represented to this court that they can't afford this, can't afford the indemnification either. So something simple like that would solve it and then at least my clients would be able to sign the contract.

As to the rest of Ms. Tenzer -- well, you wanted to put that off until later, so that's all I have, Your Honor.

THE COURT: Okay. And Mr. DiNucci, Mr. Jones,
Mr. Campbell, is that your concern as well with the contract?
Are there any additional concerns or issues?

MR. DINUCCI: This is John DiNucci. I join in

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Mr. Kolenich's remarks. If I remember correctly, I'm looking
right now at the last draft indemnification language which I
believe came from the third-party vendor. The way I still
read it is if somebody, meaning not the defendants, were to
call as a witness somebody from the third-party vendor, the
defendants would be responsible for paying the third-party
vendor's fees, which I don't understand. But I certainly join
in Mr. Kolenich's concern as well. I mean, and that is, as
Mr. Kolenich indicated, at least as I recall, the only issue
the language in this indemnification provision.
          We've had several conference calls with plaintiffs'
counsel about it. There's been an exchange of e-mails and I
think I sent a letter on the defense side sometime ago.
we've been working towards conclusion and then we get this
notice that plaintiffs want a conference call with Your Honor.
          So we're close, it's just this indemnification
language is tricky. And I got to -- I mean, how do you foist
that upon your client, say sign something that's going to make
you liable for somebody else's mistake?
          THE COURT: Well, and is this -- the indemnification
provision, this is something that the third-party vendor is
insisting on?
         MR. DINUCCI:
                       That's one way to interpret. The last
e-mail I saw was from Miss Brennan and it's dated February
the 4th. And she indicated IES proposed the following
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     language, then she had a redraft of the earlier
     indemnification provision that we've been discussing with
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     plaintiffs' counsel.
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               THE COURT: All right. Ms. Tenzer, is this, the
     indemnification, is that something that the vendor is
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     insisting?
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               MS. TENZER: Your Honor, it is an issue between the
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     vendor and the defendant. We really don't have, you know, a
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     dog in that fight, so to speak. It's our understanding the
     vendor has been trying, as Mr. DiNucci indicated, by making
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     alternative proposals and I think is trying to work something
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     out with the defendants. And, you know, again, it's not sort
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     of our issue, but if there's anything that we could do to help
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     facilitate those negotiations, obviously, we're happy to do
     that. But that is, as we understand, the one outstanding item
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     and it is something that the vendor is looking for and that I
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     believe is sort of -- is the standard in these kinds of
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     contracts. But, again, it's my understanding that they are
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     trying to work with defense counsel to try to work something
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     out.
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               THE COURT: Okay. All right.
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               Mr. Jones and Mr. Campbell, do you all have anything
     to add?
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               MR. JONES: I don't, Your Honor. This is Bryan
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     Jones.
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MR. CAMPBELL: This is Dave Campbell. I would just add that my client's electronic devices are still in the possession of the FBI. And I think we're not really involved in this dispute, haven't been asked to endorse the contract. I just wanted to make sure I participated because I've seen a lot of information seemed to reference potential problems with timing and that kind of thing, so I just wanted to make sure I was on the call for anything in that regard.

THE COURT: All right. I got you.

MR. CAMPBELL: Yes, sir.

THE COURT: Well, you know, this does seem like this is an issue -- well, it is an issue between the vendor and the defendants at this point. And this has just got to move forward. This one issue cannot throw off the entire case schedule.

So, Mr. Kolenich and Mr. DiNucci and Mr. Jones, you all will need to just, and encourage the plaintiffs to try and facilitate this as best as possible to move things forward. But you all just need to, you know, have some more discussions with the vendor. But this contract has got to be signed by Friday, whatever form the indemnification is in or not. And I'm not going to -- you know, without having the third-party vendor on the phone, I'm not going to tell them they have to give up that, you know, that language if that's a customary provision that's in the agreements that they use. So, what I

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     would like you all to do is to wrap up the negotiations on
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     that and have the contract signed by this Friday.
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               MR. DINUCCI: Your Honor, could I inquire of the
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     court on a particular point?
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               THE COURT: Sure.
               MR. DINUCCI: I clearly understand your point that
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     we're going to have to wrap this up, and that the vendor, if
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     it is customary, we'll get language saying that the defendants
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     have to indemnify the vendor if third parties complain that
     their confidential information has been leaked, for lack of a
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     better word. That's indemnification issue number one.
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               But indemnification issue two is why should the
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     defendants have to pay if for some reason the plaintiffs call
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     the third-party vendor as a witness in this lawsuit? That
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     should be the plaintiffs' responsibility if for some reason
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     they think they need testimony from the third-party vendor.
17
               MS. TENZER: Your Honor, if I may. I don't
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     understand that to be an issue. But I will say that if that
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     is the issue, if we were to call the third-party vendor in
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     this litigation, which -- we would not ask the defendants to
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     pay for that.
22
               THE COURT: Yeah.
                                  I would think that whatever party
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     calls the vendor would be responsible for paying that.
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               MR. DINUCCI: Thank you.
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               THE COURT: Okay. Now, Ms. Tenzer, you've asked if
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     the devices would be turned over at the time, and social media
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     accounts, is access to those provided at the time that the
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     contract is entered into?
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               Mr. Kolenich, is there any problem with that?
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     does seem like these things need to be provided to the vendor
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     as soon as possible.
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               MR. KOLENICH:
                              I'm sorry, Your Honor, are you
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     discussing turning over the parties' electronic devices?
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               THE COURT: That's right.
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               MR. KOLENICH:
                             No. As I understand it, there's
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     no -- most of my clients are squared away with just sending it
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     in these Faraday bags that the vendors will send. One or two
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     of them, like, if there's a larger device, if there's
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     someplace they can meet near where the client is. I think the
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     third-party vendor is used to dealing with this issue.
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     don't foresee it being a problem. All of my people, as best I
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     can tell, and as you know I have a large number of individuals
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     I'm representing, I understand that they're going to have to
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     turn these devices over and they're prepared to do it.
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     They're prepared to be without their devices for a day, day
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     and a half, whatever it is, two days, you know, to send it
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     there, have it imaged and sent back.
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               THE COURT: Okay. All right. Mr. DiNucci.
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               MR. DINUCCI: I actually have two of my clients'
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     devices here, Your Honor. We're just waiting to see what
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we're told to do and how to do it by the third-party vendor. The idea is to get them done expeditiously so we can get the original devices back. I think there the interests of both sides converge.

THE COURT: Okay. And Mr. Jones.

MR. JONES: Yes, Your Honor. I have one client who, you know, the phone that he uses and that will need to be imaged is both his only personal phone and his work phone. So we'll just need to make arrangements, but he is certainly willing to comply. I had talked to him previous, one of the plaintiffs' counsel about setting something up where he could just go plug it in in home town, you know, where he lives, so he doesn't have to mail it out. But he's certainly willing to comply and turn it over.

THE COURT: Okay. All right. And, Ms. Tenzer, is there -- do you have concerns about the timing there? It sounds like it would be the third-party vendor would provide the means for the defendants to submit their devices. And then, you know, any other -- if there's social media access, things like that.

MS. TENZER: No. I appreciate what defense counsel has said on the phone. I think that, in addition, the vendor -- again, I don't want to speak for the vendor -- but I think the vendor will need certain credentials and so forth to be able to get into the devices and the social media accounts.

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And it may be useful if defense counsel can start pulling those all together to provide to the vendor so that once they get the devices and the account, they can immediately start performing the work that they need. I'll also just add that, you know, we -- again, we appreciate that everybody wants to do this expeditiously. think we probably want to have some sort of media status conference or something with the Court to ensure that everything is moving forward once the contract is signed. MR. DINUCCI: Can I interject a comment? THE COURT: Sure. Go ahead. MR. DINUCCI: This is coming from a technical incompetent; me. I think it would be helpful if as we work with the third-party vendor on the contract, we also learn directly from the third-party vendor what it would need to access these social media accounts. I don't even know the nomenclature, so if the third-party vendor can tell us what it needs in simple English it would be helpful. MS. TENZER: I agree. And I think it probably makes sense to set up a call with the vendor this week, which we would not participate in but the defense counsel and the vendor could participate.

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     information from the third-party vendor so that you all can be
     ready to comply with their instructions?
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               MR. DINUCCI: Certainly. No problem here,
 4
     Your Honor.
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               MR. KOLENICH: Yeah, we'll communicate with the
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     vendor and get that done.
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               THE COURT: Okay.
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               MR. JONES: Not a problem.
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               MR. CAMPBELL: Judge, I'm happy, if I need to, but
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     my understanding is I don't, but I'll certainly make myself
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     available if I need to.
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               THE COURT: Okay. All right. What else? What else
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     do we need to address at this point? I know there aren't any
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     deadlines in the stipulation about how long counsel will need
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     to review the documents or the -- what's received from the
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     third-party vendor for responsiveness and privilege and so
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     forth and then to produce that information. But that may be
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     something that we'll, you know, that we need to go ahead and
     figure out a time frame for.
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               MS. TENZER: Your Honor.
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               THE COURT: Yes.
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               MS. TENZER: I do think along those lines another
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     thing that the parties could be doing to help make this move
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     forward as quickly as possible would be in light of the topic
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     that you just raised, the review of the documents by defense
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counsel, I think under the stipulation there's supposed to be a negotiation regarding search terms and those types of things. If we could start doing that sooner rather than later, that would probably help to move things along.

THE COURT: Yeah. Mr. Kolenich, what do you think about that, go ahead and start talking about search terms?

MR. KOLENICH: We can.

THE COURT: Start talking about how long you all think you may need to perform that review, then produce the documents.

MR. KOLENICH: Well, that gets again to the issue of who's footing the bill for those, which is plaintiffs on the first instance. It's been my experience that the third-party vendors can expedite review of the results and these images for an advanced fee, or an additional fee. And that can be done in just a couple days per device. So the imaging takes a day, you know, and the turn around of the second day is just mailing it back. Then they have the data, they do their initial processing of the data, then we submit search terms for X time limitations, whatever it is we're going to submit.

I don't think there's any negotiation between the parties on that. Whatever the plaintiffs want to search for, they can search for. That's the point of this exercise. Then we do the review for privilege, creative privilege or production. As long as the third-party vendor, and they

always have been in my experience, is willing to expedite that for us so that we don't have to go and fumble through the relativity on our own, which would delay things. There's going to be a fee for that. As long as plaintiffs' foot the bill for that in the first instance, I think the turnaround time can be just a couple days per device. The third-party vendor will give us the results of the searches. We'll tell them what needs to be redacted from the privilege log, that's a quick process, as long as somebody is footing the bill for their participation.

THE COURT: All right. Ms. Tenzer, what's your view of that?

MS. TENZER: Frankly, I'm not sure I understand what Mr. Kolenich is saying. In my limited experience, you mean the data will be processed by the vendor and then the attorneys review the documents. You agree on search terms, they get run against the data, and then attorneys review the data. I don't know what other procedures Mr. Kolenich is referring to. I mean, we're happy to discuss whatever processes he's talking about, but I'm -- I'm not sure I know what he's talking about.

THE COURT: Well, is it your understanding that the third-party vendor will receive search terms from the parties and then mirror the universe of documents? Is that the process?

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If the vendor will run search
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               MS. TENZER:
                           Yeah.
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     terms against the data, yes.
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               THE COURT: And then it would be from that career
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     path to the search terms that narrow the documents that the
     defendants would then do their review for privilege and
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     responsiveness.
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               MS. TENZER: Exactly.
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               THE COURT: All right. Mr. Kolenich, so would
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     that --
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               MR. KOLENICH: That's all correct, Your Honor.
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     just that it goes a lot faster with the ESI professionals
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     assisting us with the search. And they always add a charge
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     for that service, in my experience. Again, my experience is
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     also limited. I don't mean to try to trump Ms. Tanzer's
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     experience, she's certainly superior to mine, but --
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               MS. TENZER: I don't know about that.
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               THE COURT: All right. Mr. Kolenich, the search
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     that you're talking about is after -- after the fact.
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               MR. KOLENICH: After. Right.
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               Just for creating a privilege log and then they get
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     production, they have it.
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               THE COURT: Okay. Well, why don't -- here's what I
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     would suggest. Why don't you all talk this through a bit more
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     about the timing and the different steps and how, you know,
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     how the search and the review and the production will go and
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     see if you all can't come up with some guidelines and some
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     deadlines for that. And if there are issues, let me know.
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     We'll probably need to talk about how that fits into the
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     overall schedule. And perhaps we can -- perhaps we can do
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     that and see how the -- I quess the delivery of the devices
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     and social media accounts, how that is all progressing.
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     can do that all at a status conference. And perhaps next
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     Friday? Or Thursday?
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               MS. TENZER: That sounds like a great plan,
     Your Honor.
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11
               THE COURT: Why don't we -- do you all want to do
     next Thursday afternoon? I'll get Karen to confirm, but I do
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     have some time later in the afternoon on Thursday.
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               MS. TENZER: That works for plaintiff, Your Honor.
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               MR. KOLENICH: That would work, I'm available.
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               THE COURT: Let's see, Mr. Kolenich, are you
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     available sometime that afternoon?
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               MR. KOLENICH: Yes, sir.
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               THE COURT: All right. Mr. DiNucci, are you
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     available that afternoon as well?
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               MR. DINUCCI: Yes, I am, Your Honor.
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               THE COURT: Okay. Mr. Jones?
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                          Yes, Your Honor, I'm available.
               MR. JONES:
24
                           Okay. Again, Mr. Campbell, at this
               THE COURT:
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     point I don't know that that's something that you would need
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     to participate in.
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               Ms. Tenzer, do you have a different view?
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               MS. TENZER: No, Your Honor, I don't believe that
 4
     Mr. Fields is part of the stipulation.
 5
               THE COURT: Okay.
               MR. CAMPBELL: That sounds good. I would just
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 7
     mention if anyone is ever discussing moving the trial date or
 8
     anything along those lines, I would ask to be a part of that
     conversation.
 9
10
               THE COURT: Okay. Why don't you plan -- since we
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     will be discussing scheduling issues, why don't you plan on
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     calling in.
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               MR. CAMPBELL: Yes, sir.
               THE COURT: Next Thursday. Why don't we -- does
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15
     3:00 work for everybody?
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               MR. KOLENICH: (Inaudible.)
17
               MR. DINUCCI: Yes, Your Honor.
18
               THE COURT: Okay.
               All right. Let's plan on that. We'll get a notice
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20
     out for a conference call for next Thursday, which the 21st,
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     at 3:00 p.m.
22
               Now, Ms. Tenzer, is there anything else that we need
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     to address today?
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               MS. TENZER: There is one other thing we wanted to
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     mention, Your Honor, and see if you could advise us.
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apologize for bringing it up without having previewed it.
we had served a subpoena on Twitter early last year. And you
may recall, this is Mr. Peinovich had moved to quash and
Your Honor denied that motion. Mr. Peinovich then appealed
your decision to Judge Moon. Judge Moon then issued his
decision on the motion to dismiss and dismissed Mr. Peinovich
from the case and then asked the parties to meet and confer
and advise the Court whether they thought any additional
briefing would be needed based on Mr. Peinovich's change in
status. And the parties made those filings. But Judge Moon
has yet to do anything on Mr. Peinovich's appeal of your
decision. And we were sort of hoping you could give us some
advice as to what we might do to get that taken care of so
that we could hopefully move forward with the subpoena on
Twitter.
          THE COURT: Okay. We'll notify Judge Moon's
chambers that is a live issue that you all want to move
forward on and make sure that they're aware of that.
         MS. TENZER: Thank you, Your Honor. We appreciate
that.
          THE COURT: All right. Anything from the
defendants' side that we should address today?
         MR. KOLENICH:
                        No, sir.
         THE COURT: All right.
         MR. DINUCCI: No, Your Honor.
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                THE COURT: Okay. Well, counsel, thank you all for
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     calling in and we'll be back on the phone next Thursday.
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     Thank you.
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                MS. TENZER: Thank you, Your Honor.
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           (Teleconference concluded at 1:00:52 p.m.)
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REPORTER'S CERTIFICATE I, DONNA J. PRATHER, do hereby certify that the above and foregoing, consisting of the preceding 23 pages, constitutes a true and accurate transcript of my stenographic notes and is a full, true and complete transcript of the proceedings to the best of my ability. Dated this 19th day of February, 2019. Federal Official Court Reporter